

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

NINTENDO OF AMERICA INC.,

Plaintiff,

v.

TROPIC HAZE LLC,

Defendant.

NO. 1:24-cv-00082-JJM-LDA

**JOINT MOTION FOR ENTRY OF
FINAL JUDGMENT AND PERMANENT INJUNCTION**

Plaintiff Nintendo of America Inc. (“Plaintiff” or “Nintendo”) and Tropic Haze LLC (“Defendant” or “Tropic Haze”), by and through their undersigned counsel, hereby consent to judgment in favor of Nintendo, and jointly move the Court to enter monetary relief in the sum of US\$2,400,000.00 in favor of Nintendo and against Defendant. Tropic Haze and Nintendo also jointly move the Court to enter the Final Judgment and Permanent Injunction, filed contemporaneously herewith as Exhibit A, and pursuant to the following terms:

1. The Defendant acknowledges that it has been properly and validly served with the Summons and Complaint in this action.
2. Defendant and its members acknowledge and agree that the award of monetary relief here bears a reasonable relationship to the range of damages and attorneys’ fees and full costs that the parties could have anticipated would be awarded at and following a trial of this action.
3. Defendant and its members acknowledge and agree that the findings of fact set forth in the Final Judgment and Permanent Injunction are true and accurate.

4. Defendant and its members irrevocably and fully waive notice and service of the Final Judgment and Permanent Injunction, once issued by this Court, and understand and agree that violation of the Final Judgment and Permanent Injunction will expose the Defendant and its members to all penalties provided by law, including for contempt of Court.

5. This Court has jurisdiction over the parties and the subject matter of this action, and venue is proper in this Court. Defendant and its members consent that this Court has jurisdiction for the purpose of entering the Final Judgment and Permanent Injunction. Defendant and its members consent to the continuing jurisdiction of this Court for purposes of enforcement of the Final Judgment and Permanent Injunction, and irrevocably and fully waive and relinquish any argument that venue or jurisdiction by this Court is improper or inconvenient.

6. Defendant and its members irrevocably and fully waive any and all right to appeal the Final Judgment and Permanent Injunction, to have it vacated or set aside, or otherwise to attack in any way, directly or collaterally, its validity or enforceability.

7. Defendant and its members further consent to be bound by the terms of the Final Judgment and Permanent Injunction worldwide, regardless of the territorial scope of the specific intellectual property rights enumerated in the Complaint of the above-captioned case. Defendant and its members agree that the Final Judgment and Permanent Injunction may be enforced either in this Court or wherever Defendant, its members, its assets, or its members' assets may be found, and hereby waives any objection to personal jurisdiction or venue in any enforcement action filed by Plaintiff against Defendant or its members in a court with territorial authority over Defendant or its members' then-place of residence. Defendant and its members acknowledge and agree that the Final Judgment and Permanent Injunction was not obtained by fraud, nor is it invalid as against

public policy or lack of natural justice, and hereby waive any equitable argument against its enforcement.

8. The Defendant and its members acknowledge that they have read this Joint Motion for Entry of Final Judgment and Permanent Injunction, as well as the Final Judgment and Permanent Injunction attached as Exhibit A, have had those documents explained by counsel of this choosing, and fully understand them and agree to be bound thereby, and will not deny the truth or accuracy of any term or provision herein.

9. The Plaintiff shall not be required to post any bond or security, and the Defendant and its members permanently, irrevocably, and fully waive any right to request a bond or any other security.

10. The undersigned counsel represent that they have been authorized to sign and file this Joint Motion for Entry of Final Judgment and Permanent Injunction on behalf of their respective clients as set forth below.

[SIGNATURE BLOCK ON FOLLOWING PAGE.]

Dated: March 4, 2024

ADLER POLLOCK & SHEEHAN P.C.

/s/ Nicole J. Benjamin
Nicole J. Benjamin (#7540)
One Citizens Plaza, 8th Floor
Providence, RI 02903
Tel: (401) 427-6212
Fax: (401) 751-0604
nbenjamin@apslaw.com

PIERCE ATWOOD LLP

/s/ Michael J. Daly
Michael J. Daly, Esq. (#6729)
PIERCE ATWOOD LLP
One Citizens Plaza, 10th Floor
Providence, RI 02903
(401) 490-3424
(401) 588-5166 (fax)
mdaly@pierceatwood.com

JENNER & BLOCK LLP

Alison I. Stein (*Pro Hac Vice Forthcoming*)
Cayman C. Mitchell (*Pro Hac Vice Forthcoming*)
1155 Avenue of the Americas
New York, NY 10036
Telephone: (212) 891-1600
Facsimile: (212) 891-1699
astein@jenner.com
cmitchell@jenner.com

Attorneys for Plaintiff Nintendo of America Inc.

DYKEMA GOSSETT PLLC

Jennifer Fraser, Esq.
(pro hac vice motion forthcoming)
1301 K Street N.W. Suite 1100 West
Washington, D.C. 20005
Telephone (202) 906-8712

Michael J. Word, Esq.
(pro hac vice motion forthcoming)
10 South Wacker Drive, Suite 2300
Chicago, IL 60606
Telephone (312) 627-2263

Attorneys for Defendant Tropic Haze LLC